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Oakfield-Alabama Central School
District And Oakfield-Alabama
Teachers Assn

A G R E E M E N T

BETWEEN THE

OAKFIELD-ALABAMA CENTRAL SCHOOL DISTRICT

AND THE

OAKFIELD-ALABAMA TEACHERS ASSOCIATION

OAKFIELD, N. Y.

2003-2006

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE I – RECOGNITION

Pursuant to the New York State Public Employees Fair Employment Act the District recognizes the Association as the exclusive collective negotiating representative of all regular full-time and part-time certificated personnel, including teachers, guidance counselors, school nurse- teachers, librarians, and teacher assistants, but excluding the Superintendent of Schools, administrative staff, substitutes employed for one-half (1/2) of a school year or less, and all other employees.

ARTICLE II - ACADEMIC FREEDOM

The District and the Association agree that academic freedom is essential to the fulfillment of the purposes of the school system, and they acknowledge the fundamental needs to protect teachers from censorship or restraint which might interfere with their obligations to pursue true performance of their classroom functions.

The teachers are individuals and through their committees and departments, together with the administration, should be responsible for determining when and how to deal with controversial issues according to the maturity and needs of students and the policies of the District.

The administration will be available to assist teachers who are in doubt regarding the appropriateness of discussing certain controversial issues. It shall further have the responsibility for approving or disapproving any non-school personnel invited to present a viewpoint to students.

ARTICLE III - ASSOCIATION RIGHTS AND RULES

A. Non-discrimination

The Association and the District affirm their continued support of a nondiscriminatory policy regarding race, color, nationality, creed, sex, marital status, age, membership in the Association, or participation in its activities.

B. Use of District Facilities

Upon request to the appropriate building principal, the Association may be allowed to use school facilities without cost for its professional activities in accordance with rules established by the Board and the Administration.

Space of at least 4 square feet of one bulletin board shall be reserved at an accessible place in each building for the exclusive use of the Association for the purpose of posting materials dealing with proper and legitimate Association business. Bulletin boards located in areas normally frequented by students are not to be used for such purposes.

The Association shall reimburse the District for the cost of supplies used in carrying on Association business and accepts financial liability for damage to school equipment attributable to their use.

C. Board Information

Three copies of the tentative agenda for each Board meeting will be furnished the Association at the same time it is distributed to Board members.

When present compilation and revision are completed, the Association will be provided 1 copy of the Board's personnel policies, rules, and regulations, and will also receive 1 copy of any major changes or amendments as they occur.

D. Agreement Distribution

Copies of this agreement will be prepared at the expense of the District. Each member of the instructional unit shall be provided a copy of this agreement. The Association will be provided with additional copies of the Agreement for its use. The Association will pay for the cost of supplies for any such additional copies.

E. Association Business Time

Association business should normally be conducted outside the teacher's normally scheduled duty hours. The four elected executive Association officers and the negotiations spokesperson, may, however, conduct such business as necessary during their unassigned time, provided it does not interfere with their duties as teachers or with the duties of other teachers.

When such business requires the absence of such officers or spokesperson from their assigned buildings to travel to another building, they shall so notify the building principal or supervisor, or, in case of the administrator's absence, shall notify the secretary in that office.

F. Presidential Courtesy

In preparing teacher schedules, consideration shall be given to scheduling the unassigned time of the Association President to facilitate carrying on necessary Association business to the extent that such scheduling does not interfere with optimum student scheduling.

The Association President shall be assigned to a parking space as near as practicable to his/her teaching area.

G. Representation at Meetings

In cases where meetings concerning other than subject matter, curriculum, or instruction are called during school time by the New York State Education Department or the New York State Public Employment Relations Board and where the sponsor encourages release of teachers for attendance, such leave may be granted at the discretion of the Superintendent to those teachers recommended by the Association. The Association shall reimburse the District all costs directly attributable to the absence of such teachers.

ARTICLE IV - SALARY NOTICES, ASSIGNMENTS AND TRANSFER

A. Salary Notice

Salary agreements shall be issued to all teachers as soon as practicable following conclusion of the negotiated Agreement between the District and the Association. Each notice shall include the teacher's salary step, type of appointment, and salary amount.

B. Teacher Assignment

A teacher desiring an assignment change is encouraged to voluntarily submit annually a statement of current qualifications and interest in such change or promotion. Such a statement should be submitted by March 1st.

Where possible, prior to determining assignment changes, teachers involved will be notified and their views concerning them taken into consideration.

In the event that a change in assignment is being considered, the teacher involved will be notified of the subject matter/grade level assignment as soon as the change is considered, if possible by June 30.

C. Requests for Transfer

During the school year notice of available positions in the District shall be posted on the Association bulletin board at least one week prior to the filling of said vacancy. During the summer months, teachers who have formally notified the Superintendent of their interest in available positions and have filed their summer address with the District prior to the close of the school year, will be notified of vacancies that occur during the summer months.

If a member of the faculty makes a firm application for a vacant position, s/he shall be given full consideration with due consideration being given to the teachers length of service in the District. The District's obligation to consider interested teachers during the summer months shall extend for a period of one week after notice of the vacancy has been delivered to the address left on file with the District.

Teachers shall not jeopardize their present standing in the District by applying for a transfer to a vacant position.

Department of grade chairpersons may be asked to advise the administration of their appraisal of candidates for existing vacancies.

D. Transfer Upon Elimination of Position

In the event that a teacher's position is eliminated, the District will make a good faith effort to place the teacher in an available position, provided the teacher is qualified for the position.

Where position cuts are involved, the teacher will be considered before outside applicants. Should a teacher be denied transfer to an available position under this section, because there were no available positions, then s/he shall be notified and be given consideration subject to provisions of this Section D, if a vacancy occurs within one year.

To qualify, each teacher shall be required to keep his/her current address on file with the District. The District shall rely upon the last address on file. A teacher must indicate interest within ten days after receipt of notice. Nothing contained herein shall be construed to limit the rights of a teacher granted by statute.

ARTICLE V - FACULTY FACILITIES

Teachers in each building will have a work area in which to prepare for daily lessons. The work area will have a computer and printer, laminating machine, work table, scantron machine, and office supplies, and teachers shall have access to duplicating equipment at least equal to that used in other parts of the building. Such work areas should be adequately heated, lighted, and ventilated.

Where possible, a teachers' lounge shall be provided separate from the work area. This room shall be well lighted, heated, ventilated, and contain adequate seating.

Teachers, in each building, shall have access to a telephone with privacy at any time of the school day.

ARTICLE VI - RESPONSIBILITIES OF PERSONNEL

A. Rules, Regulations, and Responsibilities

The duties and responsibilities of school positions shall be clearly defined and made known to each member of the professional staff. All rules and regulations applying to faculty are to be written in the Teacher's Handbook. Each teacher shall also be provided a copy of the student handbook, which shall contain school rules applying to students. Each building principal shall inform his/her faculty of new rules and policy changes affecting them as they are adopted and maintain a file of same which shall be available to them.

A teacher assigned other than usual teaching duties or routine supervision of students shall be provided a written statement of responsibilities concerning such duties.

ARTICLE VII - PROTECTION OF TEACHERS

A. Assault and Battery

All cases of assault and/or battery by a student to, or against, a teacher must be reported in writing to the Superintendent. Assault is defined as any apparent threat to do physical harm; battery is defined as any illegal beating or touching of another person, either directly or with another object.

The teacher will also be responsible for reporting to the building principal any case of assault and/or battery witnessed in school buildings, on school property during the regular school day, or at school sponsored activities. The building principal shall acknowledge the receipt of such reports.

B. Incidents With Other Personnel

In the event of assault and/or battery by another faculty member and/or other building personnel, the Superintendent must be notified in writing and will acknowledge the receipt of such a report. The Superintendent will then take such action as deemed necessary.

ARTICLE VIII - TEACHING CONDITIONS

A. Class Size

The parties recognize that pupil-teacher ratio is one important aspect of an effective education program. The District agrees to direct its efforts toward maintaining class sizes at reasonable levels.

Pupils shall not be assigned to any classroom in larger number than the capacity of the classroom and the teaching facilities render acceptable in compliance with existing law.

B. Teachers' Work Year

The work year shall consist of not more than one hundred eighty-five (185) working days. Teachers shall not be required to report earlier than two days prior to the first day school is in session for students, with the exception of new personnel who may be required to attend additional orientation sessions. With the exception of guidance personnel, and those teachers committed to graduation activities, teachers' attendance will not normally be required after the last day of the official school calendar, provided all required duties have been completed. Ten month guidance counselors will receive a per diem rate for all days worked in excess of 185 days. Eleven month guidance counselors will receive a per diem rate for all days worked in excess of 205 days. The District reserves the right to require one additional day's attendance if educational reasons exist for doing so; however, in no case shall the number of working days exceed 185.

The District reserves the right to re-schedule the school calendar for cause but shall not increase the number of working days as set forth in paragraph 1 of this article.

C. Teachers' Hours

The scheduled duty hours for teachers shall not exceed seven hours and twenty minutes, except that these hours may be exceeded occasionally for administrative purposes such as faculty meetings, parent conferences, and unforeseen emergencies.

Normally, teaching personnel may leave immediately following bus departure on the last school day of a week or the day preceding a holiday.

D. Duty Free Lunch Periods

Each full-time faculty member shall be assigned an uninterrupted thirty (30) minute lunch period, during which time that faculty member has no duty requirements.

E. Preparation Times

Each secondary teacher shall have a full duty free preparation period scheduled daily, equivalent in length to a regular period for that school day. Each elementary teacher and PHC teacher shall have two hundred and ten (210) minutes of duty free time to be used for preparation on a weekly basis, to be equalized as near as possible on a daily basis. Duty free time for kindergarten and special subject teachers will be scheduled during the normal supervisory hours of regular classroom teachers.

F. Teaching Periods

The number of teaching periods assigned to a secondary teacher shall not exceed five except by mutual consent. A teacher who agrees to teach a sixth class must sign a statement to this effect with the building principal. Teachers will have a total of six and a half periods of responsibility for a nine period day and seven periods of responsibility for a ten period day. A secondary teacher who teaches a sixth class shall have no additional duties.

All teachers whose assignments do not normally consist of regularly scheduled teaching periods will be excepted from this policy but shall be afforded considerations comparable to those other teachers.

G. Subject Areas

Every effort will be made to limit the number of different subject area assignments for a teacher. Only where necessary or by mutual consent will different subject area assignments exceed three.

H. Extended Teacher Day

Participation in activities voluntarily sponsored or assumed by teachers, or advising student groups seeking extra work or progress in the teacher's subject area shall not be compensated, except as otherwise specified in this Agreement. The teachers recognize that their responsibility to students and to their profession may require the performance of duties that involve the expenditure of time beyond that of the scheduled school day.

I. Class List

Whenever possible, one day prior to the first day of classes, all teachers will be given a list of those students expected to be assigned to their classes.

J. Elementary Final Week

Elementary teachers will have half days without student attendance during the final week of school.

K. Substitutes

The District will make every effort to avoid using bargaining unit teachers as substitutes when it knows in advance that a teacher will be absent.

L. Summer School

Teachers, currently employed by the District, will be given the first opportunity to teach any summer school course in their discipline operated by the district. The position will be open to any certified teacher if it cannot be filled by a current member of the faculty.

Summer school teachers will receive \$21.00 per hour. Teachers will receive a 1/2 hour planning period for each 1 and 1/2 hours course that they teach.

M. Non-Resident Students

Bargaining unit members who reside outside the district may elect to enroll their school aged children in the Oakfield-Alabama district on a tuition basis. Except in extraordinary circumstances, such enrollment will occur at the beginning of a given school year.

The annual tuition rate is to be set in accordance with the State recommended formula unless waived by the Board. Such waiver shall be at the sole discretion of the Board.

Tuition may be paid in ten (10) equal installments, each installment due on the first day of the month beginning with September 1st or at the time the student is permitted to enter.

At least the first installment of tuition is to be paid prior to entry of classes.

Transportation to and from school will be the sole responsibility of the bargaining unit member.

ARTICLE IX - PRIMACY OF INSTRUCTIONAL PROGRAM

The parties agree that optimum school facilities for both students and teachers are desirable to insure a high quality educational program. The primary responsibility of the teacher is to teach; the District and administration shall direct their efforts toward insuring that maximum utilization of the teacher's training, ability, and time are utilized to this end. Insofar as possible, unnecessary interruption or disturbance of classes shall be avoided.

It is the responsibility of the District to provide instructional supplies, materials, and equipment deemed adequate by the faculty members, committees, and administrators.

Teacher aides and assistants may be employed to assist the professional teacher in the performance of responsibilities. Any teacher aide or assistant hired shall work only under the direct supervision of a professional teacher when assisting in the performance of instructional duties. The term "direct" supervision shall not preclude the aide or assistant from working with small groups of students in the instructional activities outside their classroom under the supervision of, or pursuant to instruction from a teacher.

ARTICLE X - TEACHER EVALUATION

The following procedure will conform to the Annual Professional Performance Review as required by the Part 100 requirements of the New York State Regents Action Plan.

A. Purposes

Evaluation of teachers for the improvement of instruction is made by both grade and department chairpersons and building principals. Through formal and informal observations, the building principal becomes aware of strengths,

weaknesses, and areas needing improvement. The building principal will bring to the attention of the teachers their strengths and weaknesses and suggestions for improvement. Department and grade chairpersons shall utilize their knowledge and specialization to assist teachers of their disciplines or grade level in becoming more effective and in implementing and improving the appropriate curriculum.

Chairpersons are responsible to provide leadership in their areas of discipline. Chairpersons are expected to act as observers and provide assistance in instructional improvement. Chairpersons have the responsibility for encouraging innovations, through example, developing coordinated course studies with teachers, determining apparent weaknesses and potential strengths of teachers, and helping them improve themselves. Chairpersons participate in the observation process for the purpose of improvement of instruction. No reports, either oral or written, will be filed with the District for observations made by chairpersons.

When necessary, substitutes will be provided by the District to facilitate chairperson observations.

First year teachers and other probationary teachers should be observed periodically during the year. After each observation the chairperson should meet with the teacher to discuss the lesson, and the strengths and weaknesses of the teacher. Suggestions for improvement should be part of the conference.

Tenured teachers can also be observed on a referral basis. The teacher may request help, the building principal may request that the chairperson observe the teacher if based on evaluation(s) the Principal has concerns about the teacher's performance, or the chairperson may request to observe the teacher.

After each observation, the chairperson will submit notification of such observation to the building principal within one school day. This notification will be recorded by the principal.

Evaluation for Employment, Re-employment and/or Tenure

Other purposes of teacher evaluation by an administrator are: To determine whether the probationary teacher is fulfilling the requirements necessary to become a tenured teacher in this school district and to determine periodically whether each teacher is maintaining the desired level of performance.

B. Procedure

The evaluation procedure will consist of four phases: Pre-observation conference; Observation by administrator; Informing teachers of their status; Presentation of recommendations to the Board.

The Superintendent shall review the evaluation process with all new teachers during the first week of each school year.

C. Observing the Teacher

During the first year of probation there shall be a minimum of one formal observation by an administrator before the end of the first semester. It is the intention of the parties to provide that formal observations be for a full period, except where an administrator is required to leave the classroom on a matter requiring immediate attention, or where due to the type of lesson involved, the administrator does not believe that continued presence is necessary for evaluation.

The administrator may give advance notice of an initial visit. Additional observations (formal or informal) shall be made as deemed necessary by the administrator.

During each subsequent year of probation, an administrator shall make formal observation prior to November 1st and a minimum of one additional observation prior to March 1st.

D. Criteria and Guidelines

Criteria for evaluation of teachers shall be distributed to all teachers. Building principals will discuss such criteria with newly hired teachers reasonably soon after commencement of employment.

E. Conference Report

After each formal observation, the administrator shall review the teacher's performance in a conference with the teacher. Such conference will be scheduled, whenever possible, within one week of the formal observation. The summary of the points discussed in the review shall be contained in a report written by the administrator and following the established criteria. The teacher may add to the report any written statement concerning the evaluation. Such statement is to be signed by the teacher and administrator and shall contain the date of the conference. The written report shall be placed in the teacher's

personnel file and the teacher shall be given a copy of the report. It shall be available for future reference by the teacher. The report shall remain in that file until such time as the administration and teacher mutually agree that it shall be removed, provided that if the teacher is no longer in the employ of the District the administration may destroy any or all of the material in that teacher's file.

F. Professional Growth Plans

The self-directed Professional Growth Plan is intended to improve the classroom skills of the tenured teacher. The plan will also help the teacher become more insightful and self-directing in his/her professional growth and facilitates a productive dialogue between teacher and administrator. Each tenured staff member may elect to do a yearly professional growth plan in lieu of formal observation. Each tenured staff member **MUST** do a professional growth plan in lieu of observation once every three years, beginning with the 1996-97 school year.

Teachers opting for the professional growth plan will file a typewritten proposal to the building administrator during his/her Annual Professional Performance Review (APPR). At this time, a meeting between the administrator and teacher will be scheduled. This meeting must take place within three school weeks of the date of the APPR. The administrator and teacher will review the plan and develop a mutually acceptable path for the teacher to follow. In cases where no agreement can be reached, the Superintendent and OATA President will meet with both parties to achieve agreement.

The proposal in its final form should include:

- A. Goals
- B. Proposed activities to achieve goals
- C. Resources to be used to achieve goals
- D. Means of assessing progress.

Once the proposal is accepted by both parties, implementation will begin in a timely manner. Prior to the APPR, the teacher will prepare a typewritten assessment of professional growth. This will include notation of goals achieved, method of achievement, notation of goals not achieved, reasons for goals not being achieved and any other pertinent information. This assessment must be presented to the building administrator at the APPR. If necessary, the building administrator will meet with the teacher to review the document. When both parties are satisfied that the assessment reflects the teacher's professional growth, the year-end assessment will become part of the teacher's personnel file.

G. Informing the Teacher of Employment Status

The administrator shall inform teachers of their employment status according to their performance. When the administrator is convinced that the teacher is fulfilling set requirements, the teacher will be informed of this appraisal.

When the teacher demonstrates that instructional performance in one or more areas is less than acceptable, s/he will be informed in writing that s/he must show improvement and will be given suggestions for improvement in specified areas and that s/he may not be recommended for tenure.

When the teacher is not fulfilling set requirements, s/he will be so informed in writing and notified that s/he may not complete the year unless there will be no detriment to the pupils and that s/he will not be recommended for employment the following year. In the case of a third-year teacher, s/he will be notified that s/he is not to be recommended for tenure.

Should a tenured teacher not continue competency, s/he shall be informed in writing of this appraisal and be provided an improvement plan according to guidelines set down in the annual professional performance review plan.

H. Presenting Recommendations to the Board

The administration shall make recommendations concerning the continuation of employment in all cases. These recommendations are to be based upon the administrator's formal and informal observations, knowledge of the teacher's strengths and weaknesses as presented by the grade and department chairperson, and any other pertinent information which comes to his/her attention and which has a bearing on employment decisions.

I. Personnel File

The District shall maintain for each teacher a personnel file which shall be in the possession of the Superintendent. In that file shall be placed all written material bearing directly upon the teacher's employment in the District.

Upon request of a teacher at reasonable times, a teacher shall be allowed to view in the presence of the Superintendent any material in his/her personnel file, except confidential references, or placement materials from colleges or universities. The teacher shall be allowed to initial and copy the materials viewed.

Nothing shall be removed from the teacher's personnel file unless mutually agreed by the Superintendent and the teacher. The Superintendent may destroy any and all materials in the personnel file of a teacher no longer employed by the District.

J. Mentor Teachers

Beginning with the 2002-2003 school year each non-tenured teacher will be assigned a mentor teacher. Mentors should be in the same building as the non-tenured teacher and should be in the same academic discipline wherever possible. Mentor teachers must be tenured personnel with a minimum of 10 years teaching experience and five years in the Oakfield-Alabama District. Teachers meeting these qualifications and interested in becoming mentors should notify their building principal before the end of school in June. A committee consisting of the lead teacher, both building principals, the OATA president, and one veteran (minimum 10 years experience) teacher from each building will meet during the summer to select and assign mentors. Teachers will be notified as soon as possible but not less than two weeks prior to the start of school of their selection as mentors and the name of their mentee. Mentors will receive training provided by the OATA and the District through both the Genesee Region Teacher Center and the New York State United Teachers. At a minimum, mentors will meet with their assigned teacher for one 45 minute session per week and one other 45 minute session every two weeks. Log books will be kept in the Main Office of each building for the purpose of logging meeting dates and times. No other written records of mentor-mentee shall be kept. A mentor may have a maximum of one mentee at any time. Mentor pay will be determined on the extra-curricular scale. Payment will be per mentee. If there are more non-tenured teachers than mentors available, mentors will be assigned to the least experienced teachers first.

ARTICLE XI - ETHICAL CONDUCT

The Association will do its utmost to encourage teachers to comply with all regulations of the Board and the administration.

ARTICLE XII - TERMINATION

A. Resignation

Each member of the professional staff is expected to complete the full period covered by the salary agreement. It shall be considered the ethical responsibility of each teacher to give notification to the Superintendent as soon as possible after s/he knows that s/he will be terminating his/her service.

In order to encourage early notification of intended resignation of those staff members who do not intend to return to their positions in September, after the summer recess, the District will continue the teacher's health insurance coverage for a period of two (2) months for those teachers who submit a resignation prior to July 15. The District will continue coverage for one (1) month for those staff members who submit a resignation after July 15, but before July 30.

B. Dismissal of Non-Tenure Teachers

Teachers whose employment is recommended for termination during or at the end of their third year of service shall, upon request to the Superintendent within two weeks after notification of the recommendation of termination, be entitled to a hearing before the Board of Education or a committee thereof within 30 days. Hearings for teachers considered for dismissal during or at the end of their first or second years of service shall be at the discretion of the Board. Decisions rendered by the Board of Education under this section are not subject to the grievance-arbitration provisions of this agreement.

ARTICLE XIII - LEAVES OF ABSENCE

Each school year, teachers shall be credited with leave allowance as provided below. Leave accrued in any category shall not be transferable to any other category. For any absence beyond the allowance specified, deductions shall be made at 1/185th of the teacher's annual salary for each deductible day.

A. Sick Leave

Sick leave, to be used in case of the teacher's personal illness, shall be earned at the rate of one day per month worked plus one additional day to be credited at the beginning of the school year and one additional day to be credited at the beginning of the second semester, with a maximum accumulation of 210 such days. The number of days which may be used for the retirement bonus will remain at 200. The total days earnable in a school year shall be credited to the teacher at the beginning of his/her school year but, if s/he does not complete the year, the District is to be reimbursed for any sick days used but not earned.

Each teacher will receive three additional sick days each year to be used for serious illness leave in the immediate family. These days will not become part of the teachers accumulative sick days at the end of each school year. "Immediate family" is defined as husband, wife, father, mother, brother, sister, children, grandparents, aunts, uncles, stepparents and all in-laws (father, mother, brother, sister). "Serious illness" leave is intended to provide care in an emergency until other satisfactory arrangements can be made. If additional sickdays are needed for serious illness in the immediate family, the teacher may use regular sick days for this purpose.

The Board may require a teacher to be examined by a physician designated by the Board to determine the ability of a teacher to work. If the physician determines the teacher is not capable of fully performing the role of the teacher, the teacher must apply for a leave due to personal illness. If the physician determines the teacher is capable of fully performing the role of the teacher, the teacher must return to work unless the teacher is eligible for, and elects to apply for, a leave of absence under another provision of this contract. If a teacher has been on leave due to personal illness for one (1) year and has exhausted all regular sick leave and sick leave bank benefits, the District may take proper action to terminate the teacher's services.

B. Bereavement Leave

For death in the immediate family a maximum of five days per school year will be allowed under Emergency Family Leave. A sixth day may be granted by the Superintendent under extenuating circumstances. "Immediate family" is defined as husband, wife, father, mother, brother, sister, children, grandparents, aunts, uncles, stepparents and all in-laws (father, mother, brother, sister). If because of special circumstances, a teacher finds that a case exists where a person not described here should be considered to qualify under this policy, it shall be subject to prior approval of the Superintendent. Should the need for additional bereavement leave arise, leave will be granted. However, these additional days shall be deducted from sick leave and must have prior approval from the Superintendent.

C. Personal Leave

Teachers will be allowed up to two days leave in any year for necessary personal business which cannot be conducted on other than a school day. Personal days will not be used for the express purpose of extending a vacation. Personal days should be requested from the building principal in advance wherever possible.

The following will be considered acceptable guidelines for such leave:

1. Maternity
2. Graduation - Personal or Immediate Family
3. Legal or governmental business (not for political activity or for judicial penalty hearing)
4. Death not covered under Emergency Family Leave
5. Other reasons of a similar nature

The teacher does not have to indicate in writing or verbally the reason for taking a personal day.

NOTE: A third day may be granted by the Superintendent in unusual cases. Personal leave days will not be deducted from accrued sick leave, and unused personal leave days (up to two days per year) shall be added to accumulated sick leave.

D. Representative Leave

A maximum of three days per school year will be allowed if the teacher is an elected or appointed executive officer of a state or national education organization, the duly elected representative to the New York State United Teachers or the official Retirement Delegate. Should the association wish to send a representative to the Committee of 100, leave time will be given and the association will cover the cost of a substitute. No conference expense shall be borne by the Board.

E. Conference Leave

Purpose: Six thousand dollars (\$6,000.00) shall be budgeted each year for teacher initiated educational and conference leave requests for the sole purpose of acquiring knowledge, skills and strategies devoted to enhancing our pedagogical competencies. The apportionment shall be equally divided between the elementary and secondary buildings. The money shall be used for the purpose of paying the direct cost of attending educational conferences, workshops, seminars, and in-service courses held outside of the District. Direct costs may include, but are not limited to, transportation, housing, food, and fees.

Requests: Each teacher may request attendance at one or more conferences in his/her discipline or grade level. Attendance will be limited to a maximum duration of three days. When special reasons exist, more than one teacher from a department may be authorized to attend a given conference. A signed, written request, on a form provided by the District, must be submitted by a teacher to the appropriate department chairperson or grade chairperson. Copies of these requests will then be forward to the appropriate building principal and then on to the Superintendent for his/her approval. The Superintendent will respond to all requests no later than ten (10) school days prior to attendance at the conference. Teachers will be limited to attending no more than three days of conference per year. Copies of the Superintendent's response will be sent to the teacher(s) requesting the conference, the building principal, department or grade level chairperson and the Association President.

Reports: Following the conference, workshop, seminar or in-service, the teacher must submit a written report on what he/she has learned to the Building Principal or must make a presentation to either his/her respective building faculty or department/grade level teachers. This presentation must be documented with the Building Principal. If the conference is approved, the teacher will be reimbursed for all agreed upon expenses following the completion of the conference and all other requirements.

F. Jury Duty

Jury duty leave must be granted to any teacher who is required to perform jury duty. Such teachers shall be entitled to his/her regular pay but shall pay over to the District monies received as jury pay. During the period of such service, s/he shall be expected to report to school and perform duties there at any time that s/he is not required to be in attendance for such jury duty.

G. Professional Leave

In the event that a tenured teacher is called upon to perform professional services for a recognized state or national organization, he may submit an application to the Superintendent requesting leave without pay for the duration of such assignment. The application will contain all details of the assignment including the name of the organization and/or committee, the duties to be performed, and the need for this particular teacher to perform them. If such leave is granted, it will be for a full school year or the balance of a school year, with reinstatement normally only at the beginning of a school year.

H. Other Leave

When a teacher is required to appear in court on behalf of the district, additional leave with pay shall be granted.

I. Visitation Day

Teachers, upon written request to the building principal and with the approval of the Superintendent may be granted one day per year to visit schools other than their own for the purpose of improving instruction. Requests for visits shall be submitted five days prior to the visit.

J. Leave of Absence

A full-time tenured teacher may request, in writing, a leave of absence without pay. Such request shall be directed to the Board of Education and shall specify the reasons for and the dates of the requested leave. Whether and under what conditions a leave is granted shall be in the sole discretion of the Board of Education.

K. Sick Leave Bank

The sick leave bank shall be maintained as follows:

1. Each new teacher shall contribute one day to the bank at the end of the first month of employment.
2. When the number of days in the bank drops below 100, each teacher will contribute one day to the bank.
3. The District shall contribute 1/2 the number of days contributed by the teachers.
4. The teacher may draw sick leave days from the bank to a limit of 185 consecutive school days.

Qualifications for use of the sick leave bank include the following:

1. The teacher shall have used all personal accumulated sick leave days;
2. The teacher must be absent from work due to illness or injury for 20 or more days;
3. If the teacher qualifies for use of the bank but did not receive paid personal sick leave days during the 20 day period in subsection (2), days from the bank will be applied retroactively.
4. The District may require Doctor's evidence of the illness or injury necessitating use of the sick leave bank.

At the beginning of each school year, the District shall give the Association President a report as to the use of the sick bank in the previous school year and the number of days remaining in the sick bank.

L. Family and Medical Leave Act

All leave and benefit provisions of this contract will be counted towards the leave and benefit provisions of the Family and Medical Leave Act of 1993, where applicable. FMLA leave and benefits will be applied for eligible employees if the contractual leave and benefits provide less than the FMLA.

ARTICLE XIV - PARENTAL LEAVE

A. Upon request, any teacher who becomes pregnant shall be granted a leave of absence without pay for a period not to exceed two (2) years. The Board of Education may, in its sole discretion, upon the written request of a teacher, grant an extension of said leave of absence.

B. A male teacher upon request shall be granted a leave of absence without pay for a period not to exceed two (2) years to commence on or after the birth of a child. The Board of Education may, in its sole discretion, upon written request of the teacher, grant an extension of said leave of absence. The purpose of such leave shall be for child rearing.

C. At least four months prior to the intended commencement of such leave, the teacher shall submit to the building principal a written statement indicating the date on which the teacher wishes the leave to commence, and the date on which the teacher intends to return from said leave. The commencement date shall be mutually arranged between the teacher and the building principal.

D. The teacher shall notify the chief school officer in writing at least sixty (60) calendar days prior to the termination date of the teacher's leave whether the teacher intends to resume teaching in the district. Such resumption of duties may occur only at the beginning of a school semester. If, during said leave, a teacher decides not to resume employment with the district at the expiration of the leave, the teacher shall notify the chief school officer as soon as the decision is made.

E. The duration of any such leave of absence, including any mutually agreed upon extension, shall not be credited for advancement for purposes of seniority, compensation, accrual of leave or other benefits, nor toward completion of the probationary period.

F. Provided the teacher reports for duty at the end of the leave period, the teacher shall be entitled to the same or equal status held as of the commencement of said leave.

G. The above provisions shall also apply for child care and rearing in the case of a teacher who adopts a child. In case of adoption, the time constraints in Section C above will be waived. It is expected the teacher will keep the administration informed of progress in adoption.

ARTICLE XV - SABBATICAL LEAVE

Any teacher who has been in the employ of the District for seven successive years may apply for a sabbatical leave for approved study for one year at half pay or one- half year at full pay. The applicant must make request for leave in writing stating the purpose and objectives of the requested sabbatical. Applications for leave to start with the second semester must be filed prior to the end of the preceding September; those for a leave to begin in September must be filed by February 1st.

Approval of sabbatical leave shall be contingent upon the following conditions:

1. No more than one teacher may be absent on such a leave at one time.
2. No more than one sabbatical leave will be allowed any one teacher in any seven year period.
3. A recommended qualified replacement must be available.
4. The applicant must be permanently certified in his teaching discipline.
5. The applicant must agree in writing to continue in the employ of the District for at least two years upon completion of the leave. (Should later circumstances make it impossible to comply with his/her agreement, s/he shall notify the Superintendent immediately, forfeit all sabbatical pay due, and refund immediately monies received as sabbatical pay.)

Final approval or disapproval of an applicant's request for sabbatical leave shall be made by the Board, and such decision shall not be subject to review. The Board shall act after receiving recommendations from a duly appointed committee of five representing the Board (one member), the Administration (two members), and the Faculty (two members). Application will be judged solely upon their merit and their relevance to the needs of the school system. Seniority, order of application, and/or position in the school district shall be secondary to the intrinsic merits of the application. If more than one application is received, those with no record of previous sabbatical leave shall be considered first.

ARTICLE XVI - EFFECTIVE SCHOOLS PLANNING TEAM

A. Role of the Building Teams

The District and the Association agree that the specialized knowledge of the professional staff should be utilized in educational planning. Accordingly, the parties agree that Building Planning Teams be maintained in each building, consistent with the District Master Plan. The purpose of the Building Planning Teams is to stimulate the participation of our professional staff in the improvement of programs, and not to formulate proposals for negotiations.

B. Board Consideration

The Board of Education will give serious consideration to any recommendations for program improvement which come from the Building Planning Teams and have been reviewed by the Superintendent.

ARTICLE XVII - POLICY DEVELOPMENT COMMITTEE

The Education Policy Committee of the Association may, at its request, meet with the Superintendent at least once every two months during the school year to review and discuss current practices, common goals and problems, long term plans and philosophy. In order to insure opportunity for all teachers to contribute to these discussions, all proposals to be discussed at such meetings, shall be distributed to each building representative at least one week in advance of such meetings. The building representative shall assure that the staff is informed prior to the meeting. Such discussions may include all matters of professional concern which affect our educational program. The Superintendent may invite one or more Board member to any such meetings.

ARTICLE XVIII - GRIEVANCE PROCEDURE

1. Policy

Both parties recognize the importance of an orderly, clearly defined procedure to resolve differences which may arise from an alleged violation of the provisions of this Agreement or the interpretation or application thereof. This procedure is established so that such grievances may be resolved promptly, on an orderly basis, in an equitable manner and without coercion, restraint, or reprisal.

2. Definitions

- 2.1 A grievance is any claimed violation, misinterpretation, or inequitable application of any of the terms and conditions of this agreement.
- 2.2 An aggrieved party shall mean any person or group of persons in the unit filing a grievance.
- 2.3 The term days shall mean calendar days, excluding the days designated as Christmas and Easter vacation.
- 2.4 An informal presentation shall mean an oral statement by the teacher of the grievance.
- 2.5 A formal presentation shall be a written statement of the grievance signed by the teacher or teachers.
- 2.6 The building principal shall mean the elementary or secondary principal having jurisdiction over the aggrieved party.
- 2.7 The Superintendent shall mean the chief school administrator of the Oakfield-Alabama Central School District.
- 2.8 Party in interest shall mean the person making the claim and/or any person who might be required to take action or against whom action might be taken in order to resolve the problem.

3. General Procedures and Principals

- 3.1 A party in interest may be represented at all meetings and hearings at all steps and stages in the grievance and arbitration procedure by a representative of his/her choosing.
- 3.2 Each written grievance shall include the name and position of the aggrieved party, the article and section of this agreement involved in the grievance, the time and place where the alleged events or conditions constituting the grievance existed or occurred, the identity of the party allegedly responsible for causing the existence of the events or conditions, if known, and a statement of the nature of the grievance and the redress sought by the aggrieved party.

- 3.3 Nothing contained in this article shall be construed as limiting the right of a unit member having a grievance to discuss the matter informally with any appropriate member of the administration, or settling the grievance at any stage of these procedures.
- 3.4 Grievances dealing with issues of a general nature which affect a group or class of unit members may be initiated in writing by the Association at the level of the grievance procedure where supervision is common to all members of the group. All members of the group alleged to be aggrieved must be identified.
- 3.5 Except for the informal decisions at Stage 1, Section 5.1 herein, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be promptly transmitted to the teacher and the Association.
- 3.6 The preparation and processing of grievances may be conducted during the school day provided that all persons involved are on unassigned time. Classroom and assigned duties shall not be interrupted.
- 3.7 The forms for implementing this procedure will be developed by the district and the Association, and shall be made available to members of the bargaining unit.
- 3.8 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4. Time Limits

- 4.1 Any alleged grievance shall be deemed waived, and shall not be entertained unless presented at the first available stage within fifteen (15) days (twenty-one (21) during July and August) after the grievant knew or should have known of the act or condition on which the grievance is based.
- 4.2 If the grievant fails to appeal an unsatisfactory disposition of the grievance to the next step of the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeal shall be barred.
- 4.3 Failure at any step of a grievance procedure to communicate a decision to the grievant within the time limit specified shall permit the lodging of any appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.

4.4 The time limits provided herein may be extended by mutual agreement in writing.

5. Grievance and Review

5.1 Stage 1: Informal

(a) Within fifteen (15) days (twenty-one (21) during July and August) after the grievant knew or should have known of the act or condition on which the grievance is based, the grievant shall discuss the grievance with the Building Principal with the objective of resolving the matter informally.

(b) Within five (5) days after such discussion, the building principal shall give an answer to the grievant.

5.2 Stage 2: Principal

(a) If the grievance is not solved informally, it shall be reduced to writing by the grievant on the agreed form and presented to the Principal within seven (7) days after the Principal has given his answer in 5.1 (b) above.

(b) Within seven (7) days thereafter, the Building Principal shall render a decision, in writing, and present it to the teacher, his/her representative if any, and the Association.

5.3 Stage 3: Superintendent

(a) If the grievant is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further, the grievant shall, within fifteen (15) days after the conclusion of Stage 2, present the formal grievance to the Superintendent.

(b) Within seven (7) days after receipt of the appeal, the Superintendent or his/her duly authorized representative, shall meet with the grievant, the grievant's representative, and all other parties of interest.

(c) The Superintendent shall render a decision in writing to the grievant and his/her representative within fifteen (15) days after the conclusion of the meeting.

5.4 Stage 4: Arbitration

(a) If the grievance is not resolved at Stage 3 and the Association determines that the alleged grievance is meritorious and that appealing it is in the best interest of the school system, then no later than twenty (20) days after the Superintendent has rendered the decision at Stage 3 above, the Association shall submit a written notice to the Superintendent of its intent to proceed to arbitration.

(b) Simultaneously with the delivery of the written notice to the Superintendent, a copy of that notice shall be mailed to the American Arbitration Association requesting that organization to submit a list of arbitrators. The parties shall choose the arbitrator by the "ranking" procedure used by the American Arbitration Association.

(c) The parties will follow the established rules and regulations of the AAA.

(d) The arbitrator shall have no power or authority to add to, subtract from or modify any provisions of this agreement nor to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.

(e) The decision of the arbitrator shall be final and binding upon all parties.

(f) The cost of any transcript shall be borne by the requesting party.

(g) No decision of an arbitrator shall create the basis for retroactive adjustment in any other case.

(h) No arbitrator shall decide more than one (1) grievance on the same hearing except by mutual agreement in writing between the Association and the Superintendent.

ARTICLE XIX - GENERAL PROVISIONS

A. Mileage Allowance

All teachers who are requested to drive their personal automobiles in service of the District, including those who must drive between buildings in the performance of their duties, shall be reimbursed for automobile operating expenses at the IRS rate.

B. Reports of Meetings with Chairpersons

Building administrators shall be responsible for reporting actions taken in meetings of department or grade chairpersons to all personnel who are affected by such actions but not represented at such meetings.

ARTICLE XX - SALARY AND RELATED BENEFITS

A. Salary Schedule

Salaries for all personnel under this agreement shall be based on the attached schedules which are designated Appendix A for the 2003-2004 school year, Appendix B for the 2004-05 school year, and Appendix C for the 2005-06 school year.

Part-time personnel shall receive pro-rated salary and benefits based upon the following schedule:

Two assignments - 33 1/3%

Three assignments - 50%

Four assignments - 66 2/3%

These rates are based on a 6 period day and a 7 hour and 20 minute day.

A Masters ("M") schedule shall indicate an additional \$600 for those holding a Masters Degree.

Teachers hired after June 30, 1996 will receive no payment for hours earned toward the Masters Degree. When the Masters Degree is earned and proof of same is submitted to the district he/she will be moved from Schedule A to the commensurate step on Schedule C.

Graduate credits shall be reimbursable at a rate of \$40 per hour. Graduate courses taken beyond the Masters Degree must be pre-approved by the Superintendent or be related to the discipline of the teacher's certification and/or assignment. There shall be no limit on the accumulation of Graduate courses beyond a Masters Degree. All teachers currently on staff will continue to be paid for all graduate credits taken prior to July 1, 1996. All teachers hired prior to

June 30, 1996 who have not received their Masters Degree will continue to be paid for all graduate credits up to receipt of the Masters Degree.

In-service credit, if it has been pre-approved by the Superintendent, will be paid at the same rate as graduate credit. One in-service credit will be equivalent to 15 clock hours. The teachers may accumulate in-service hours to make one in-service credit.

The Board reserves the right to appoint teachers at salaries above scheduled amounts.

B. Health Insurance Plan

The District shall provide for the Genesee Area Health Care Plan for the professional staff as follows:

1. All teachers will contribute 5% towards the cost for either an individual or family health care plan. The prescription co-pay limits will be determined by the Genesee Area Health Care Plan.

2. No documentation from the Health Plan provided for in the contract shall be used for disciplinary action against the teacher.

Any teacher may receive \$1800 in cash in lieu of District health insurance coverage. The \$1800 payment will be made through the 125 Plan each year as allocated by the teachers choosing this option. The teacher will receive this amount in two equal checks issued after the monthly Board meeting in November and May. The teacher must submit proof of other insurance to qualify for this benefit. If for some reason a spouse's insurance lapses, he/she shall be able to rejoin the district plan only during the open window period. If the insurance has lapsed because of death or unforeseen termination of employment the district will reimburse the employee for the premium that is due to the next window period.

C. Dental Insurance Plan

The District will provide, at its expense, the Prudential 1000 Dental Plan to all members of the bargaining unit. Bargaining unit members may opt to purchase the GAHP Dental Plan II by paying the difference in cost between it and the district-provided plan. This charge will be deducted from the teacher's pay through the 125 flex plan.

The following provisions of the Dental Plan apply to all retirees:

1. In order to be eligible for the dental plan, retirees must have worked in the O-A District for 12 years.
2. Present retirees will keep their same or equal medical benefits, but are not eligible for the dental plan.

The District will consider a change in the hospitalization and/or dental carrier at the request of a majority of all employees if the costs of the alternate plan do not exceed those of the present plan.

ARTICLE XXI - IMPLEMENTATION OF SALARY SCHEDULE & RELATED BENEFITS

A. Step Advancement

Teachers whose probationary appointments begin during the first semester shall advance one step the following year. Teachers whose probationary appointments begin on or after the first day of the second semester shall remain on the same step of the applicable salary schedule the following year.

B. Military Service Credit

For placement on the salary schedule, a maximum of one year of salary credit shall be granted for 10 or more consecutive months of full time military service.

C. Other Placement Credit

Additional Credit for Peace Corps, VISTA, and/or National Teaching Corp. work may be given upon initial employment, at the discretion of the District.

D. Placement on the Salary Schedule

A professional employee will be placed on the salary schedule on the step equal to the sum of years of local service plus credited prior service as approved at the time of employment. In no case will service credits allowed exceed the actual teaching experience (or its equivalent) of the employee, plus the approved prior service credit. Thereafter, all professional employees will advance one step on the schedule for each succeeding year of service in the district, up to the maximum automatic step.

E. Salary Payments

All 10-month professional employees shall receive their annual contract salaries in bi-weekly payments commencing on the second Friday of the school year. These employees may elect 21 or 26 pays. Those electing 26 pays will receive one check at the final payday in June. Taxes will be deducted as if from six checks. An election form for each employee must be filed in the Business office during the open enrollment period of June 1-June 30. If an employee does not file an election form, his/her previous year's election will be used. A new employee failing to file an election form will receive 21 pays. Properly authorized deductions from salary payments will be made by the District for any legal purpose agreed to by the parties. This will include NYSUT VOTE/COPE deductions.

If a teacher leaves employment during the school year that teacher shall be entitled to 1/185 of that annual salary for each legal school day up to and including the day of termination.

F. Curriculum Planning

Teachers participating in curriculum planning will receive \$20 per hour.

ARTICLE XXII - EXTRACURRICULAR COMPENSATION

A. Purpose

When a teacher is assigned certain extracurricular activities which utilize time beyond that of the scheduled day, compensation shall be granted for this additional time and work for such duties, as indicated in the attached schedule (Appendix D).

B. Explanation of Schedule

Extracurricular compensation is computed by applying an indicated percentage to a basic payment schedule (See Appendix E). A teacher's step is determined by the number of years served in a specific activity; a change in position within the activity area entitles the individual to all prior years' service credit in that category.

Percentages are multiplied by the appropriate step on the accompanying scale in Appendix E. No stipend will be paid to a teacher if the activity, sport, or organization is not functioning.

C. Independence of Schedule

The District and the Association believe that monetary considerations should be assigned in accordance with the needs of the District; therefore, this schedule is to be independent of the basic teachers salary schedule.

Only those extracurricular activities listed in Appendix E shall be paid for. Appendix E is attached hereto and made a part of this agreement.

D. Vacancies

All extracurricular vacancies shall be posted. If the Board of Education cannot find a qualified and acceptable person within the bargaining unit, then the Board shall have the authority to go outside the bargaining unit to fill the position.

Should the Board of Education be unable to fill a coaching position after posting within the District and advertising outside the bargaining unit, an individual who is already functioning in a similar coaching position may be asked to hold two positions concurrently. If the individual accepts, s/he will be paid 100% of the higher salary and 75% of the lower salary.

E. Termination

The following provisions will apply to any persons newly appointed after July 1, 1986:

Any extracurricular person whose employment is recommended for termination during or at the end of their third season or year of service shall, upon request to the Superintendent within two weeks after notification of the recommendation of termination, be entitled to a hearing before the Board of Education or a Committee thereof within 30 days. Hearings for extracurricular persons considered for dismissal during or at the end of their first or second season or year of service shall be at the discretion of the Board. Decisions rendered by the Board of Education under this section are not subject to the grievance/arbitration provisions of this agreement.

Any extracurricular person of an approved activity who is dismissed from that activity or whose appointment is not renewed for cause during or after the fourth season or year shall have access to the full grievance procedure to resolve any dispute arising therein.

F. Extracurricular Checks

Extracurricular checks shall be issued separately within 30 days of the completion of the activity, providing all teacher obligations have been fulfilled.

ARTICLE XXIII - ACCUMULATED SICK LEAVE, HEALTH INSURANCE, RETIREMENT BENEFITS

An accumulated sick leave, health insurance, retirement benefit shall be available to teachers who have taught a total of 20 years with 12 consecutive years in the District according to the following:

- A. The board will pay \$90 for each day of accrued sick leave (up to a maximum of 200 days) to be applied towards health insurance or a cash option. The cash option will be paid in five equal installments within the tax year he/she retires.
- B. The Board will apply the following amount toward the purchase of health insurance or a cash option to be paid in five equal installments within the tax year he/she retires.
 - 1. \$11,000 to any teacher who retires in the school year he/she is first eligible to retire under the NYSTRS without penalty.
- C. If a teacher chooses the cash option, in A and/or B, he/she may receive a lump sum payment in retirement following the first regular Board of Education meeting held after he/she retires.
- D. If a teacher retires with 200 sick days and is eligible for the retirement bonus per B.1 above, and elects to take these two options as health insurance, he/she will be guaranteed ten years paid health insurance.
- E. If a teacher has lost sick days because of being at the maximum, and then goes below 200 days, he/she will be credited with the days lost when at the maximum. These days will be credited upon retirement and these credited days shall not bring the accrued sick days above 200 days.
- F. A retiree choosing the cash option instead of health insurance can stay in the group and pay his/her own premium.
- G. In the event of the teacher's death before the fund has been exhausted, the Board shall continue to pay for the insurance of the spouse or the cash option to the spouse until the fund has been exhausted.

To be eligible for these retirement benefits the teacher must notify the District in writing that he/she will retire at least 60 days prior to the date he/she plans to retire.

All present retirees shall continue to receive their current benefits.

ARTICLE XXIV - DUES DEDUCTION

The District agrees to deduct from the salaries of the members of the Association dues for the Oakfield-Alabama Teachers Association in such amounts as said members individually and voluntarily authorize, and transmit the monies promptly to the Oakfield-Alabama Teachers Association. Teacher authorizations shall be in writing on the form approved by the District. Such authorizations become a part of the District's payroll records.

To provide for the fair and equal distribution of the burden of negotiating for the members of the teachers' unit and administering the agreement so negotiated, the Association shall be entitled to have deducted from the wage or salary of employees in the teachers' unit who are not members of the Association, an amount equal to the dues of the Association. Such deduction shall be made, as for other Association members, on payroll deduction upon presentation to the District of the non-members' name. The deduction of any fee does not constitute Association membership.

Total annual deductions shall be equally distributed over the scheduled pay periods of the year, starting with the third payday. No later than two weeks prior to the third payday, the Association will provide the business office with a list and the original signed dues authorization cards of those members who have voluntarily authorized the Board to deduct dues.

A member may withdraw his authorization at any time by written notice received by the Superintendent at least two weeks prior to the effective pay period.

The Association agrees to hold the District harmless from any and all liabilities which may arise or be incurred as a result of the implementation of the dues deductions procedure set forth above.

ARTICLE XXV - INDIVIDUAL RIGHTS

Both parties recognize that teachers have the right to join or not to join the Association. Such membership shall not be a prerequisite for employment, continuation of employment or entitlement to representation.

ARTICLE XXVI - NO STRIKE

The Association and its members, individually and collectively agree that they will not sanction or cause to take place or to take part in any strike, or stoppage of work or any form of action which results in a delay of work during the term of this Agreement.

ARTICLE XXVII - COMPLETE AGREEMENT

This Agreement shall constitute the full and complete commitment between both parties and shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with its terms.

Any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.

ARTICLE XXVIII - MATTERS NOT COVERED

With respect to this Agreement, the parties agree that all proposals to be considered have been discussed during negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, prior to January 10, immediately preceding the termination date of this agreement unless mutually agreed upon by the parties. However, if the District desires to change any terms or conditions of employment which have an impact on the bargaining unit, it will notify the Association in writing, and the Association will have the right to negotiate with the District provided it files a request with the District within five school days after receipt of said notice.

ARTICLE XXIX - RIGHTS OF THE EMPLOYER

All rights, powers and authority which the District and the Board had prior to entering into this Agreement are retained by the District and the Board except as those rights are expressly and specifically limited by this Agreement, or by law. The failure to enumerate such retained rights shall not be construed as a waiver of any such rights, power or authority.

ARTICLE XXX - SAVINGS CLAUSE

If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provisions or application shall not be deemed valid and in force except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXXI - LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXXII - REOPENING PROCEDURES

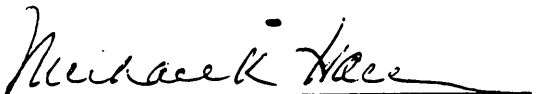
A. Subject to the provisions of the Duration Clause, Article XXXIII herein, upon a request of either party for a meeting to reopen negotiations, a mutually acceptable meeting date shall be set, such meeting to be held not more than fifteen (15) calendar days following such request, unless the parties mutually agree otherwise. In any given school year, such requests will be made on or before January 10.

ARTICLE XXXIII – DURATION

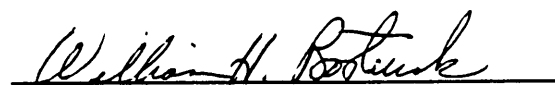
The provisions of this Agreement shall become effective as of July 1, 2003 and continue in full force and effect through and including June 30, 2006 and from year to year thereafter, unless either party gives a written notice to the other party not later than January 10, 2006, or any succeeding year, of its desire to modify, amend, or terminate this Agreement. If either party notices this Agreement for modification, amendment, or termination, then the parties shall set a mutually agreed upon meeting date not later than January 25, 2006, for its first negotiating session, unless otherwise agreed in writing.

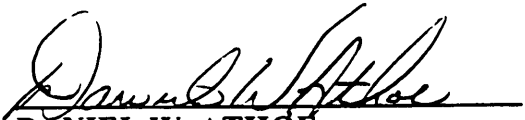
THIS AGREEMENT is made and entered into on the 18th day of March, 2003, by and between the District and the Association and signed by the Superintendent of Schools and the President of the Association.

**OAKFIELD-ALABAMA CENTRAL
SCHOOL DISTRICT**


MICHAEL K. HALL
SUPERINTENDENT OF SCHOOLS

**OAKFIELD-ALABAMA TEACHERS
ASSOCIATION**


WILLIAM BOSTWICK
PRESIDENT


DANIEL W. ATHOE
OAKFIELD-ALABAMA CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION

TEACHER SALARY SCHEDULE
APPENDIX A
EFFECTIVE JULY 1, 2003 – JUNE 30, 2004

2003-04 School Year Salary Schedule

Credit Hours: \$ 40.00
Masters \$ 600.00
Degree:

Step	<u>Bachelors</u>	<u>Bach + 30</u>	<u>Masters</u>	<u>Mast + 30</u>
1	30,600	31,800	32,400	33,600
2	31,625	32,825	33,425	34,625
3	32,445	33,645	34,245	35,445
4	33,145	34,345	34,945	36,145
5	33,795	34,995	35,595	36,795
6	34,595	35,795	36,395	37,595
7	35,495	36,695	37,295	38,495
8	36,445	37,645	38,245	39,445
9	37,395	38,595	39,195	40,395
10	37,870	39,070	39,670	40,870
11	38,870	40,070	40,670	41,870
12	40,020	41,220	41,820	43,020
13	41,370	42,570	43,170	44,370
14	43,070	44,270	44,870	46,070
15	45,625	46,825	47,425	48,625
16	48,370	49,570	50,170	51,370
17	50,625	51,825	52,425	53,625
18	53,325	54,525	55,125	56,325
19	56,220	57,420	58,020	59,220
20	59,225	60,425	61,025	62,225
21	62,575	63,775	64,375	65,575
22	64,575	65,775	66,375	67,575
23	64,575	65,775	66,375	67,575
30	69,575	70,775	71,375	72,575

Each teacher will be advanced to the step commensurate with his/her credited service.

Approved graduate hours shall be reimbursed at the rate of 40 dollars per hour with no limit on accumulation. Graduate hours in excess of 60 must be in the teacher's discipline to be approved.

For teachers holding a Masters Degree, all graduate hours in excess of 30 hours beyond the Bachelors Degree shall count as being "beyond the Masters Degree".

The District reserves the right to appoint teachers at salaries above scheduled amounts.

MASTERS DEGREE: \$600.00

TEACHER SALARY SCHEDULE
APPENDIX B
EFFECTIVE JULY 1, 2004 – JUNE 30, 2005

2004-05 School Year Salary Schedule

Credit \$ 40.00
Hours:
Masters \$ 600.00
Degree:

<u>Step</u>	<u>Bachelors</u>	<u>Bach + 30</u>	<u>Masters</u>	<u>Mast + 30</u>
1	31,100	32,300	32,900	34,100
2	32,220	33,420	34,020	35,220
3	33,260	34,460	35,060	36,260
4	34,300	35,500	36,100	37,300
5	35,050	36,250	36,850	38,050
6	35,700	36,900	37,500	38,700
7	36,575	37,775	38,375	39,575
8	37,575	38,775	39,375	40,575
9	38,625	39,825	40,425	41,625
10	39,625	40,825	41,425	42,625
11	39,910	41,110	41,710	42,910
12	40,660	41,860	42,460	43,660
13	41,860	43,060	43,660	44,860
14	43,310	44,510	45,110	46,310
15	45,625	46,825	47,425	48,625
16	48,370	49,570	50,170	51,370
17	51,365	52,565	53,165	54,365
18	53,325	54,525	55,125	56,325
19	56,220	57,420	58,020	59,220
20	59,315	60,515	61,115	62,315
21	62,575	63,775	64,375	65,575
22	64,575	65,775	66,375	67,575
23	66,575	67,775	68,375	69,575
24	66,575	67,775	68,375	69,575
30	71,575	72,775	73,375	74,575

Each teacher will be advanced to the step commensurate with his/her credited service.

Approved graduate hours shall be reimbursed at the rate of 40 dollars per hour with no limit on accumulation. Graduate hours in excess of 60 must be in the teacher's discipline to be approved.

For teachers holding a Masters degree, all graduate hours in excess of 30 hours beyond the Bachelors Degree shall count as being "beyond the Masters Degree".

The District reserves the right to appoint teachers at salaries above scheduled amounts.

MASTERS DEGREEE: \$600.00

TEACHER SALARY SCHEDULE
APPENDIX C
EFFECTIVE JULY 1, 2005 – JUNE 30, 2006

2005-06 School Year Salary Schedule

Credit \$ 40.00
Hours:
Masters \$ 600.00
Degree:

<u>Step</u>	<u>Bachelors</u>	<u>Bach + 30</u>	<u>Masters</u>	<u>Mast + 30</u>
1	31,600	32,800	33,400	34,600
2	32,285	33,485	34,085	35,285
3	33,470	34,670	35,270	36,470
4	34,730	35,930	36,530	37,730
5	35,820	37,020	37,620	38,820
6	36,570	37,770	38,370	39,570
7	37,295	38,495	39,095	40,295
8	38,270	39,470	40,070	41,270
9	39,370	40,570	41,170	42,370
10	40,480	41,680	42,280	43,480
11	40,685	41,885	42,485	43,685
12	41,370	42,570	43,170	44,370
13	42,170	43,370	43,970	45,170
14	43,470	44,670	45,270	46,470
15	45,625	46,825	47,425	48,625
16	48,370	49,570	50,170	51,370
17	51,365	52,565	53,165	54,365
18	53,325	54,525	55,125	56,325
19	56,220	57,420	58,020	59,220
20	59,315	60,515	61,115	62,315
21	62,575	63,775	64,375	65,575
22	64,575	65,775	66,375	67,575
23	66,575	67,775	68,375	69,575
24	68,575	69,775	70,375	71,575
30	73,575	74,775	75,375	76,575

Each teacher will be advanced to the step commensurate with his/her credited service.

Approved graduate hours shall be reimbursed at the rate of 40 dollars per hour with no limit on accumulation. Graduate hours in excess of 60 must be in the teacher's discipline to be approved.

For teachers holding a Masters Degree, all graduate hours in excess of 30 hours beyond the Bachelors Degree shall count as being "beyond the Masters Degree".

The District reserves the right to appoint teacher at salaries above scheduled amounts.

MASTERS DEGREE: \$600.00

EXTRA-CURRICULAR SCHEDULE APPENDIX D

ACTIVITIES

2003-2006

Department Heads & Grade Chairpeople	80
Student Council	40
Yearbook	80
AV - High School	50
AV - Elementary	50
Choral Director (Musical)	25
Instrumental Director (Musical)	25
Reach Out	40
Library Club	10
School Newspaper	25
Stage Crew	10
Math Club	25
French Club	25
Spanish Club	25
Art Club	20
Ski Club	20
Youth to Youth	25
Scholastic Bowl	25
Chemical Hygiene Officer	25
Marching Band Director	50
Color Guard	20
National Honor Society	20
Baseball, Head	90
Baseball, JV	60
Basketball, Head	110
Basketball, JV	75
Basketball, Jr.-High (7th)	50
Basketball, Jr.-High (8th)	50
Cheerleading, Football	50
Cheerleading, Basketball	65
Cross-Country	85
Football, Head	110
Football, Asst. (JV)	70
Football, 2nd Asst.	65
Football, 3rd Asst.	65
Football, Mod. High	60
Football, Mod. Asst.	50
Soccer, Head	85
Soccer, JV	60
Soccer, Mod	50

**EXTRA-CURRICULAR SCHEDULE
APPENDIX D**

<u>ACTIVITIES</u>	<u>2003-2006</u>
Odyssey of Mind	60
Adult Fitness Center Coordinator	60
Strength Coach	100
Varsity Club	50
Director of Adult Education	100
Winter Guard	35
Detention Proctor	\$10/hour
Girls Basketball, Head	110
Girls Basketball, JV	75
8th Grade Girls Basketball	50
7th Grade Girls Basketball	50
Swimming, Head	100
Swimming, Asst. (Jr. High)	65
Tennis, Head	75
Tennis, Mod.	55
Track, Head	100
Track, 1st Asst.	65
Track, 2nd Asst. (Mod)	65
Track, 3rd Asst. (Mod)	50
Softball, Head	90
Softball, JV	60
Volleyball, Head	75
Volleyball, JV	60
Volleyball, Modified	50
Cross-Country, Modified	50
PE & Interscholastic Chairperson	120
Special Education Liaison	50
Special Area Liaison	40
Golf, Head	55
Winter Track	100
Mentor Teacher	50
Jr. High Math Team	25
Mock Trial	25
Drama Club – 3 Act Play	80
Musical	90

**EXTRA-CURRICULAR SCHEDULE
APPENDIX D**

CLASS ADVISORS

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
SENIORS	\$867.	\$906.	\$942.
JUNIORS	\$367.	\$383.	\$398.
SOPHOMORES	\$257.	\$269.	\$279.
FRESHMEN	\$257.	\$269.	\$269.

ELEMENTARY

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Basketball - Grades 4-5-6			
Boys & Girls	\$102.	\$107.	\$111.
Cheerleading	\$109.	\$114.	\$118.
Newspaper	\$178.	\$186.	\$193.
Bookstore	\$153.	\$159.	\$166.
Student Council	\$36.	\$37.	\$39.

ACTIVITIES

All County Performance & Rehearsals			
Friday	\$55.	\$58.	\$60.
Saturday	\$70.	\$73.	\$76.
 All State Performance & Rehearsals			
Friday	\$63.	\$66.	\$68.
Saturday	\$77.	\$81.	\$87.

**EXTRA-CURRICULAR SCHEDULE
APPENDIX D**

<u>ACTIVITIES</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
All Concerts Evenings & Sundays	\$55.	\$58.	\$60.
Solo Festival	\$55.	\$58.	\$60.
Year Round Stage Band Evening Rehearsal	\$22/rehearsal (\$400 Max)		
Pep Band	\$39/event (Must stay for full game - weather permitting)		

EXPLANATIONS:

1. This schedule is to be independent of the Teacher's Instructional Salary Schedule.
2. Step is determined by the number of prior years service in that activity area.
3. Percentages are multiplied by the appropriate step on the accompanying scale.
4. No stipend will be paid to the teacher if the activity, sport or organization is not functioning.

CHAPERONE FEES

2003-2006

FOOTBALL – GATE	\$42.00
FOOTBALL - HEAD TICKET SELLER	\$45.00
WINTER - DOOR	\$37.00
WINTER - TICKET SELLER	\$42.00
BUS CHAPERONE	\$47.00
CLOCK	\$52.00
CHAPERONE - CONTEST AFTER SCHOOL (4:00 P.M. - 4:15 P.M.)	\$34.00
CHAPERONE – CLUB & CLASS ACTIVITIES	\$34.00

EXTRA-CURRICULAR SCHEDULE

APPENDIX D

STEP	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
1	2,345	2,390	2,425
2	2,375	2,425	2,460
3	2,410	2,465	2,500
4	2,450	2,510	2,545
5	2,495	2,555	2,590
6	2,545	2,610	2,645
7	2,600	2,665	2,700
8	2,665	2,730	2,760
9	2,735	2,800	2,830
10	2,850	2,900	2,930
11	2,980	3,005	3,030
12	3,130	3,140	3,160
13	3,330	3,340	3,365
14	3,710	3,720	3,745
15	4,255	4,265	4,295
16	4,405	4,535	4,635

APPENDIX E

TEACHER ASSISTANT

2003-2004

STEP 1	STEP 2	STEP 3	STEP 4
\$10,844.85	\$11,499.91	\$12,158.10	\$12,810.01
STEP 5	STEP 6	STEP 7	STEP 8
\$13,465.09	\$14,120.04	\$14,775.20	\$15,430.26
STEP 9	STEP 10		
\$16,085.31	\$16,740.38		

TEACHER ASSISTANTS WHO ARE ABOVE STEP 10 WILL RECEIVE A PERCENTAGE RAISE EQUAL TO THE PERCENTAGE RAISE CONTAINED IN THE TEACHER SCHEDULE.

11/5/03
Per discussion w/ Linda Bernard, Mr. Hall has instructed
her to pay long term substitute teachers the same
holidays as 10 month CSEA employees.